Tarrant County Texas

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY PROMISE OR STRIKE ANY OR A MAY WALL IG INFORMATION BEFORE IT IS FILED IN THE PUBLIC FLOOR OF YOUR DENTED IN THE PUBLIC FLOOR OF YOUR DEN DRIVER'S LICENSE NUMBER ne Henderson

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## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 7th day of April, 2009, between Barrow, Dale W

Lessor (whether one or more), whose address is: 1905 Rockmoor Dr Fort Worth Tx, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

Lots 3 and 4, Block F, SOUTH FORT WORTH ADDITION, SECOND FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 204-A, Page 142, Deed Records of Tarrant County, Texas.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjorning the land above described and (a) owned or claimed by Lessor by Imitation, prescription, possession, reversion, after-acquired title or unexcelled resturent or (b) complete or acquired title or unexcelled resturent or (b) complete or acquired title or unexcelled resturent or (b) complete or acquired title or unexcelled resturent or (b) complete or acquired title or the property of and family or the property of a district or the property of the property of and and not only the property of the property of

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for any of the following; preparing the drilliste location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now asid land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land or of the royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not imited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thermorelys or any part thereof, howsoever effected, shall be binding upon the then record owner of this lease suntil stilly (60) days after there has been for moneys, or any part there

as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any montgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessoe shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. (Whether Lessor's interest in the oil, gas, suphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys according from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this leases, bears to the whole and undivided fee simple estate therein, all royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shul-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be

11/10/2012

15. It is hereby agreed and understood that there shall be no drilling activities on the surface of the leased premises without the prior written permission from the surface owner of the applicable portion of the leased premises. Notwithstanding the foregoing, this waiver of surface shall not be construed as a waiver of the rights of Lessee to utilize the subsurface of the leased premises under this lease, and Lessee shall have the right to exploit, explore for, develop and produce oil, gas and other covered minerals under this lease from wells from surface locations off the leased premises. This drilling surface waiver does not apply to any surface graphs associated with instruments other than

surface of the leased premises. This drilling surface waiver does not apply to any surface rights associated with instruments other this lease.	er thar
IN WITNESS WHEREOF, this instrument is executed on the date first above written.  LESSOR(S)	
Caroly Barrow	
STATE OF <u>Texas</u> § § ss. (ACKNOWLEDGMENT FOR INDIVIDUAL)  COUNTY OF <u>Tarrant</u> §  This instrument was acknowledged before me on the get day of <u>New</u> , 2007 by	
Signature  CHRISTINA R. SIMS  MY COMMISSION EXPIRES November 10, 2012  My commission expi	